

REMARKS

Claims 1-25 remain pending in this application. In the Office Action mailed October 30, 2008, the Examiner took the following actions¹:

- rejected claims 1-25 under 35 U.S.C. 103 as allegedly being obvious over Wolfberg et al. (U.S. Patent 5,214,579, "*Wolfberg*") in view of Sullivan et al. (U.S. Patent No. 6,615,240, "*Sullivan*") and further in view of Farry et al. (U.S. Patent No. 6,069,629, "*Farry*").

Claim 1 is amended in a non-narrowing manner solely to correct a typographical error. Based on the following remarks, Applicants respectfully traverse the rejection of claims 1-25 and request the timely allowance of all pending claims.

"[T]he framework for objective analysis for determining obviousness under 35 U.S.C. 103 is stated in *Graham v. John Deere Co.*, 383 U.S. 1, 148 U.S.P.Q 459 (1966). . . . The factual inquiries . . . [include determining the scope and content of the prior art and] . . . [a]scertaining the differences between the claimed invention and the prior art." M.P.E.P. § 2141(II). "The key to supporting any rejection under 35 U.S.C. 103 is the clear articulation of the reason(s) why the claimed invention would have been obvious." M.P.E.P. § 2141(III). "Office personnel must explain why the difference(s) between the prior art and the claimed invention would have been obvious to one of ordinary skill in the art." M.P.E.P. § 2141(III). In the Office Action, "there must be "some articulated reasoning with some rational underpinning to support the legal conclusion of obviousness." M.P.E.P. § 2141(III).

¹ The Office Action contains a number of statements reflecting characterizations of the related art and claims. Regardless of whether any such statement is identified herein, Applicants decline to automatically subscribe to any statement or characterization in the Office Action.

As explained below, the differences between the claimed invention and the prior art have not been properly ascertained, and no rational underpinning to support the legal conclusion of obviousness has been provided. Accordingly, no reason has been clearly articulated as to why the prior art would have rendered the claimed invention obvious to one of ordinary skill in the art. Thus, the rejections should be withdrawn and the claims should be allowed.

Claim 1

Claim 1 recites, for example, “a communication component for allowing the user to respond to the portfolio modeling, the automated coaching, and the live coaching of the selected service level, wherein the communication component captures the user's communication which is responsive to the context sensitive automated and live coaching, and wherein the user's response comprises modifications to the life intentions initially received from the user.”

The Office Action of October 20, 2008 did not appear to fully consider this aspect of Applicants' claim. The Office Action addressed the phrase “initial values” that appeared in Applicants' August 4, 2008 remarks. In those remarks, Applicants stated that *Wolfberg* only disclosed providing projections based on a participant's provision of initial values, and pointed out *Wolfberg* at column 1, lines 55-69, which discloses that projections are made based on an initial investment and monthly supplemental investments. Likewise, Applicants pointed out *Wolfberg* at column 3, lines 45-50, which discloses that the participant selects an initial investment amount, the amount of monthly investments, and the desired target investment goal.

The Office Action appears to characterize these “supplemental” monthly payments as “modifications to life intentions” as recited by claim 1. This is incorrect. Supplemental monthly investments are simply deposits of money. See column 3, lines 45-50. Without deposits of money after an initial investment, there would be little to predict. *Wolfberg* discloses that the user initially sets an amount for monthly investments. *Id.* The Office Action further points to *Wolfberg* at column 9, lines 27-38 as disclosing “many other updates or changes.” But the cited portion discloses a set of “demand processing tasks” such as purchases or loans. Like planned monthly deposits of money, these tasks are also not “modifications to life intentions” as recited by claim 1. *Wolfberg* also discloses, in column 16, lines 26-28, that participants may modify their payment schedule, which in turn modifies the projections. But once again, this is irrelevant to claim 1. Increasing a monthly payment does not comprise a user modifying “life intentions,” it merely gets the user to an existing goal faster. See, e.g., column 1, lines 63-67.

To the contrary, *Wolfberg* teaches that the initial investment goal is “fixed.” See, e.g., column 2, lines 19-23. Once the goal is set, the system disclosed by *Wolfberg* focuses on meeting that goal. If the user’s deposits are such that the goal will be exceeded, and the user will contribute for the same number of months as originally planned, then the *Wolfberg* system can update, on its own, the “target amount of funds that will be generated at the end of the original number of years.” See, e.g., column 20, lines 31-36. Never does the user update any “life intentions.” Further, the *Wolfberg* system only updates projections periodically, i.e., “on a monthly basis,” and would therefore be incapable of operating in conjunction with any system that provides “live

coaching” or “context sensitive automated coaching.” See, e.g., column 16, lines 4-27.

For this reason, *Wolfberg* teaches away from any combination adding any system that offers “live coaching” including the system disclosed in *Sullivan*.

In view of the shortcomings of the prior office action, Applicants respectfully request that the Examiner give due consideration to Applicants’ recent claim amendments, which specify that “the communication component captures the user’s communication which is responsive to the context sensitive automated and live coaching” and that “the user’s response comprises modifications to the life intentions initially received from the user.” In light of the recent amendments, and in light of the reasoning presented in the Applicants’ response of August 4, 2008, claim 1 is unobvious over the art as described above. Therefore, the rejection of claim 1 under 35 U.S.C. 103(a) should be withdrawn.

Claims 9 and 18

Independent claims 9 and 18 recite similar elements as claim 1, although they differ in scope from claim 1 and from each other. Like claim 1, each recites that the “user’s communication” “is responsive to the context sensitive automated and live coaching,” and that “the user’s response comprises modifications to the life intentions initially received from the user.” For similar reasons to those discussed above with regard to claim 1, the rejection of independent claims 9 and 18 under 35 U.S.C. 103(a) should be withdrawn.

Claims 2-8, 10-17, and 19-25

The Examiner rejected claims 2-8, 10-17, and 19-25 under as 35 U.S.C. 103(a) as being unpatentable over *Wolfberg* in view of *Sullivan* and further in view of *Farry*.

Each of these claims is a dependent claim, and thus includes all the elements of its respective independent claim. All the independent claims are unobvious over the art of record, as set forth above. "If an independent claim is nonobvious under 35 U.S.C. 103, then any claim depending therefrom is nonobvious." M.P.E.P. 2143.03 (citing *In re Fine*, 837 F.2d 1071 (Fed. Cir. 1988)). Accordingly, the rejection of dependent claims 2-8, 10-17, and 19-25 under 35 U.S.C. 103(a) should be withdrawn as well.

Examiner's comments

Applicants do not necessarily agree with the substance of the Examiner's Comments. Applicants will address any rejections based on not-yet identified prior art in the event such a rejection is made.

In view of the foregoing remarks, Applicants submit that this claimed invention, is not obvious in view of the prior art references cited against this application. Applicants therefore request the Examiner's reconsideration and reexamination of the application, and the timely allowance of the pending claims.

Please grant any extensions of time required to enter this response and charge any additional required fees to Deposit Account 06-0916.

Respectfully submitted,

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